# EXHIBIT 1

IN THE NORTHERN DISTRICT OF ILLINOIS
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

| | |
|---|---|
| GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS, LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., SCHAMBERGER BROS., INC. and BURKE BEVERAGE, INC.<br>Plaintiffs,<br><br>vs.<br><br>AMTEC INTERNATIONAL OF NY CORP., a New York corporation, EUROPEAN BEER IMPORTERS, INC., an Illinois corporation and ADVANCED BRANDS & IMPORTING CO., INC., a Delaware corporation d/b/a STAR BRAND IMPORTS,<br><br>Defendants. | 08 C 1269<br><br>Hon. Joan H. Lefkow |

**AMENDED COMPLAINT**

GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., SCHAMBERGER BROS., INC., and BURKE BEVERAGE, INC., for their Amended Complaint against the defendants, AMTEC INTERNATIONAL OF NY CORP., a New York corporation, EUROPEAN BEER IMPORTERS, INC., an Illinois corporation and ADVANCED BRANDS & IMPORTING CO., INC., a Delaware corporation d/b/a STAR BRAND IMPORTS, state as follows:

**NATURE OF THE ACTION**

1. This is an action to enjoin the wrongful termination of current, successful wholesale distribution relationships between the Plaintiffs and the Defendants. For some

time, the Plaintiffs have had the exclusive rights of distributorship of a Polish manufactured beer - Zywiec Beer - in Cook County and the greater Chicagoland area; Will County, Lake County, DuPage County Kane County, Kankakee County, Kendall County, Cook County, among others. Those rights have recently been effectively and wrongfully terminated by the conduct of one or more of the Defendants.

2. The recent attempted, effective termination of the Plaintiffs' wholesale distributorships violates the Illinois Beer Industry Fair Dealing Act (815 ILCS 720/1, *et seq*; the "Act") which controls the relationship among the parties. Under the Act, all agreements between brewers, master distributors and beer wholesalers can be terminated only for good cause, with the wholesaler having an opportunity to cure.

3. In the absence of a permanent injunction, the Plaintiffs will be irreparably harmed. The Plaintiffs have exclusively distributed the subject beer in the greater Chicagoland area for several years, and have built the market for the product through their marketing and distribution efforts and investments.

4. Sales of the subject beer represent significant portions of Plaintiffs' respective net profits from beer sales, and it is likely that one or more of the Plaintiffs may not remain in business absent the entry of the requested injunctive relief.

**THE PLAINTIFFS**

5. Plaintiff Grant Importing & Distributing Co., Inc. ("Grant") is an Illinois corporation and citizen, located in Broadview, Illinois.

6. Plaintiff Hayes Beer Distributing Company ("Hayes") is an Illinois corporation and citizen, located in Alsip, Illinois.

7. Plaintiff L&V Distributors, Inc. ("L&V") is an Illinois corporation and citizen, located in Crystal Lake, Illinois.

8. Plaintiff, Chicago Beverage Systems LLC ("CBS") is a Delaware limited liability company and citizen located in Chicago, Illinois. It is a single member LLC. Its sole

member is Reyes Holdings, LLC, a Delaware limited liability company and a citizen of Delaware.

9. Plaintiff Joseph Mullarkey Distributors, Inc. ("Mullarkey") is an Illinois corporation and citizen, located in Glenview, Illinois.

10. Plaintiff Town & Country Distributors, Inc. ("Town & Country") is an Illinois corporation and citizen, located in Itasca, Illinois.

11. Plaintiff Kozol Bros., Inc. ("Kozol") is an Illinois corporation and citizen, located in Joliet, Illinois.

12. Plaintiff Fred W. Losch Beverage Co. ("Losch") is an Illinois corporation and citizen, located in Lake Villa, Illinois.

13. Plaintiff Schamberger Bros., Inc., ("Schamberger") is an Illinois corporation and citizen, located in Villa Park, Illinois.

14. Plaintiff Burke Beverage, Inc., ("Burke") is an Illinois corporation and citizen, located in McCook, Illinois.

15. Each of the Plaintiffs is a duly licensed Illinois distributor of malt beverages, and is a "Wholesaler" or "beer wholesaler" as defined by 815 ILCS 720/1.1(3).

**THE DEFENDANTS**

16. Defendant Advanced Brands & Importing Co., Inc., d/b/a Star Brand Imports ("Advanced Brands") is a Delaware corporation and citizen, doing business in Illinois as an importer of alcoholic beverages, including malt beverages. It maintains an office in Lombard, Illinois.

20. Defendant Amtec International of NY, Corp. ("Amtec") is a New York corporation and citizen, with an office in Illinois at 2690 Lake Street, Melrose Park, Illinois. Amtec is an importer of various products into the United States, including malt beverages.

21. European Beer Importers, Inc. ("EBI")is an Illinois corporation and citizen, with an office at the same location as Amtec in Melrose Park, Illinois. It is believed that EBI is owned or controlled by Amtec.

22. It is further believed that Amtec or EBI have recently been granted exclusive rights to import and distribute Zywiec Beer in the United States. Zywiec Beer is brewed and manufactured in Poland, and has an active market in Illinois and elsewhere in the United States. See Exhibits A, B and C.

23. Since at least April 1, 2005, Advanced Brands was the exclusive importer of Zywiec Beer into the greater Chicagoland area, including Cook County, Kane County, Kankakee County, Kendall County, Will County, DuPage County, Lake County and other Illinois counties.

24. Advanced Brands is a "Brewer" and a "Master Distributor", as defined by 815 ILCS 720/1.1(4), (5), with respect to its distribution of Zywiec Beer.

25. Since on or about April 1, 2005 most of the Plaintiffs have had Agreements with Advanced Brands, as that term is defined in 815 ILCS 720/1,1(2), whereby the Plaintiffs were granted rights to be exclusive wholesalers of Zywiec Beer in the respective geographic territory of each. All of the Plaintiffs have been supplied with Zywiec Beer directly by Advanced Brands under those Agreements.

26. Many of the Plaintiffs were required, as part of their respective Agreements with Advanced Brands, to pay substantial monetary consideration to either Advanced Brands or to prior beer wholesalers for their distribution rights. For example, Plaintiff Grant paid Advanced Brands approximately $350,000.00 for its wholesale rights in its territory.

27. In addition, the Plaintiffs have expended substantial capital, staffing, training, marketing efforts and related resources in popularizing distribution of Zywiec Beer, and have created substantial good will in that brand throughout their respective territories.

28. In the recent past the Plaintiffs have depleted their inventories of Zywiec Beer through sales, and have repeatedly attempted to re-order the product through Advanced Brands. However, Advanced Brands has been unwilling or unable to supply Zywiec Beer to the Plaintiffs, advising them that the manufacturer has refused to ship further product to Advanced Brands for distribution in Illinois and the United States. Apparently, Advanced Brands has recently been advised that its rights of exclusivity as to importing Zywiec Beer have terminated. See Exhibit D.

29. By reason of Amtec's and EBI's apparent designations as exclusive distributors of Zywiec Beer into the United States, and by reason of Amtec and EBI's succession to Advanced Brands' distribution rights in that regard, Amtec and EBI are "Successor Brewer"(s), as defined under 815 ILCS 720/1.1(6), and are thereby also "brewer"(s) and "Master Distributor"(s) under 815 ILCS 720/1.1(4), (5).

30. The Plaintiffs have attempted to discuss their Agreements, rights and concerns regarding their ongoing distribution of Zywiec Beer with Amtec and with EBI, but Amtec and EBI have failed and refused to enter into any discussion. Despite diligent inquiry, the Plaintiff's have not been provided with any definitive information as to the status and involvement of Advanced Brands in these recent events or as to the reason or the claimed basis for the purported termination of any of its import rights.

31. Despite numerous requests from the Plaintiffs, Amtec and EBI have failed and refused to assure the Plaintiffs that their Agreements as exclusive beer wholesalers of Zywiec Beer in their respective territories would be honored. Without explanation, Amtec and EBI have refused to distribute any product to the Plaintiffs.

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32. Amtec, EBI or Advanced Brands's failures and refusals to supply Zywiec Beer to the Plaintiffs amounts to an attempted, effective termination of each of the Plaintiffs' Agreements. See Exhibit A, page 2 and Exhibit C in particular, regarding the fact that EBI is actively involved in the acts alleged in this Amended Complaint and that it is by definition under the Act a Successor brewer, brewer and Master Distributor, and a necessary and indispensable party to any full resolution of matters here in dispute.

33. None of Amtec, EBI or Advanced Brands have provided any notice or reason for the attempted, effective termination of the Agreements, nor have any of them provided any of the Plaintiffs with the required opportunity to cure any purported cause for termination, as required under 815 ILCS 720/3, 720/4. The attempted, effective terminations of the Agreements are without good cause.

**THE ILLINOIS BEER INDUSTRY FAIR DEALING ACT**

34. Illinois enacted the Beer Industry Fair Dealing Act, codified at 815 ILCS 720, *et seq*. The Act governs the relationship between the Plaintiffs (as beer wholesalers, as such term is defined in the Act), and Advanced Brands, Amtec and EBI. Each of the Defendants is a Master Distributor, Brewer and Successor Brewer as defined under the provisions of the Act.

35. Pursuant to section 2(B) of the Act, all of the terms and requirements of the Act are "incorporated into and shall be deemed a part of every agreement between brewers and wholesalers and shall govern all relations between brewers and their wholesalers. . .".

36. Pursuant to section 3 of the Act, no brewer may cancel, fail to renew, or otherwise terminate an agreement without proper notice. Such notice of cancellation must be in writing and sent by certified mail and shall contain, *inter alia,* "a complete statement of the reasons therefore, including all data and documentation necessary to fully apprise the wholesaler of the reasons for the action".

37. Under section 4 of the Act, a brewer cannot terminate, cancel or fail to renew an agreement without good cause, and (i) has made a good-faith effort to resolve the disagreements; (ii) has furnished notice under section 3; and (iii) has provided the wholesaler a 90-day period to cure the stated reasons for the termination.

38. Good cause exists under the Act if the wholesaler "has failed to comply with essential and reasonable requirements imposed upon the wholesaler", which requirements may not be inconsistent with the Act. No cause exists for termination of any Plaintiff.

39. Pursuant to section 9 of the Act, a party affected by a violation of the Act has the right to maintain a civil action in a State or Federal court of competent jurisdiction located in Illinois. In any such action challenging a cancellation, termination or failure to renew, the brewer bears the burden of providing good cause.

40. The Act, at sections 7 and 9(5), grants the prevailing party in any action, compensation, damages, costs, and discretionary attorneys' fees.

41. Section 4 of the Act prohibits a brewer, (as that term is defined under the Act to include master distributor and successor brewer) from failing to renew or in otherwise terminating an agreement absent good cause and good-faith efforts to resolve disagreements, and without prior notification to the affected party.

42. Advanced Brands, Amtec and EBIs' attempted, effective cancellation or termination of the Plaintiffs' wholesale distribution rights to Zywiec Beer are in violation of the provisions of, *inter alia*, sections 3, 4, 5 and 7 of the Act.

43. The Plaintiffs have been advised that Zywiec Beer being is currently being shipped to Chicago, and intended for sale, use and distribution by Amtec and EBI in the greater Chicagoland area.

44. The Plaintiffs will suffer irreparable harm if Advanced Brands, Amtec and EBI are not temporarily and permanently enjoined from receiving and distributing Zywiec beer upon its arrival in Chicago.

45. If Advanced Brands, Amtec and EBI are not enjoined from taking possession of and distributing such shipments, the Plaintiffs' respective businesses will be irreparably harmed.

46. Many of Plaintiffs' employees may lose their jobs if Plaintiffs suffer the loss of their wholesaling rights to Zywiec Beer; their capital investments, training, marketing efforts and the like, will be destroyed.

47. The loss of the Zywiec Beer brand which they have created locally, will cause Plaintiffs immeasurable loss of goodwill and reputation in their respective wholesale markets, and will likely have an overall effect their distribution and sale of other malt beverage products.

48. The Plaintiffs have no adequate remedy at law.

**Count I - Declaratory Relief**

1.-48. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 48 above.

49. The Defendants have violated the Illinois Beer Industry Fair Dealing Act in, *inter alia*:

> (a) attempting to terminate or cancel the parties' Agreements without proper notice and an opportunity to cure, in violation of section 3, 4, 5 and 7.
>
> (b) attempting to terminate or cancel or materially alter the Agreements without good cause, in violation of sections 3 and 4 of the Act.

50. By reason of the Defendants' violations of the Act, the Plaintiffs are entitled to a declaration pursuant to section 9(2) of the Act: (i) declaring the attempted, effective termination or cancellation of the Plaintiffs' distribution agreements null and void; (ii) declaring that the Defendants are in violation of the provisions of the Act; and (iii) declaring that Illinois law governs the relationship between the parties as reflected in the provisions of the Act.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) declaring that the attempted, effective termination or cancellation of the Plaintiffs' distribution Agreements are null and void;

(b) declaring that Advanced Brands, Amtec and EBI are in violation of the provisions of the Act;

(c) declaring that Illinois law governs the relationship between the parties as reflected in the provisions of the Act;

(d) awarding the Plaintiffs their costs and attorney fees; and

(e) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**Count II-Injunctive Relief**

1.-48. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 48 above.

49. By reason of the Defendants' numerous violations of the Act, the Plaintiffs are entitled to a temporary restraining order under section 9(3) of the Act, enjoining Advanced Brands, Amtec and EBI and their agents from implementing or taking any steps in furtherance of the distribution of any Zywiec Beer product arriving in Chicago, until such time as the Court may hold a hearing to determine the Plaintiffs' right to permanently enjoin the Defendants from any further violations of the Act.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) granting both a temporary restraining order and a permanent injunction, enjoining Advanced Brands, Amtec and EBI and their agents from implementing or taking any steps in furtherance of their attempted termination of the Plaintiffs' distribution rights, and enjoining any further and other violations of the Act;

(b) awarding the Plaintiffs their costs and attorney fees; and

(c) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**Count III-Damages**

1.-47. The Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 47 above.

48. By reason of the foregoing violations of the Act, including but not limited to the provisions of section 7, the Plaintiffs have been damaged in an amount to be determined at trial, but not less than the amount of $50,000.00 per Plaintiff.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) awarding Plaintiffs damages against Defendants Advanced Brands, Amtec and EBI in an amount to be determined at trial, but not less than the amount of Fifty Thousand Dollars ($50,000.00) per Plaintiff;

(b) awarding the Plaintiffs their costs and attorney fees; and

(c) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**Count IV-Unjust Enrichment and Misappropriation of Goodwill**

1.-47. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 47 above.

48. As a result of the Plaintiffs' efforts, each has developed substantial goodwill relating to the Zywiec Beer brand in the territories where the Plaintiffs distributed the product.

49. The intangible assets of each of the Plaintiffs includes significant goodwill.

50. By terminating or canceling Plaintiffs' exclusive distribution rights, Advanced Brands, Amtec and EBI have attempted to illegally and impermissibly appropriate for themselves the Plaintiffs' goodwill, without compensation.

51. Advanced Brands, Amtec and EBI have misappropriated the property rights and goodwill of the Plaintiffs that in equity and good conscience they should not be permitted to retain without compensation.

52. By reason of the foregoing, Advanced Brands, Amtec and EBI will be unjustly enriched in an amount to be determined at trial, but not less than the amount of $50,000.00 per Plaintiff.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) awarding damages against Defendants Advanced Brands, Amtec and EBI in an amount to be determined at trial, but not less than the amount of Fifty Thousand Dollars ($50,000.00) per Plaintiff, plus interest;

(b) awarding the Plaintiffs their costs and attorney fees; and

(c) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**Count V-Breach of the Covenant of Good Faith and Fair Dealing**

1.-47. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 47 above.

48. Advanced Brands, Amtec and EBI breached the covenant of good faith and fair dealing contained in every Plaintiff Agreement, *inter alia*: by attempting to effectively terminate the Plaintiffs without just cause and without proper notice; by improperly eliminating Plaintiffs' territories; by refusing to fill orders for the Plaintiffs; and by inducing the Plaintiffs to create substantial goodwill and value in Zywiec Beer, and by then misappropriating those assets without compensation.

49. By reason of the Defendants' breach of the covenant of good faith and fair dealing, each of the Plaintiffs has been damaged in an amount to be determined at trial, but not less than the amount of $50,000.00 per Plaintiff.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) awarding damages against Defendants Advanced Brands, Amtec and EBI in an amount to be determined at trial, but not less than the amount of Fifty Thousand Dollars ($50,000.00) per Plaintiff, plus interest;

(b) awarding the Plaintiffs their costs and attorney fees; and

(c) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**Count VI-Unjust Enrichment; Misappropriation of Intellectual Property Rights**

1.-47. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 47 above.

48. The goodwill established by the Plaintiffs in their territories through the investment of time and money by Plaintiffs over a period of years, in effect creating the market for Zywiec Beer, has made Plaintiffs' intellectual property rights - consisting of the distribution rights to Zywiec Beer in their territories - extremely valuable.

49. As the owners and creators of these intellectual property rights, the Plaintiffs are exclusively entitled to the unrestricted, unencumbered use, enjoyment and value of such rights.

50. As the owners and creators of these intellectual property rights, the Plaintiffs are entitled to compensation for the infringement or misappropriation of such rights.

51. By refusing to supply Zywiec Beer to the Plaintiffs and by attempting to directly distribute Zywiec Beer in the Plaintiffs' territories, Advanced Brands, Amtec and EBI have misappropriated the Plaintiffs' intellectual property rights.

52. By reason of the foregoing, the Plaintiffs have been damaged in an amount to be determined at trial, but not less than the amount of $50,000.00 per Plaintiff.

WHEREFORE, Plaintiffs, GRANT IMPORTING & DISTRIBUTING CO., INC., HAYES BEER DISTRIBUTING COMPANY, L&V DISTRIBUTORS, INC., CHICAGO BEVERAGE SYSTEMS LLC, JOSEPH MULLARKEY DISTRIBUTORS, INC., TOWN & COUNTRY DISTRIBUTORS, INC., KOZOL BROS., INC., FRED W. LOSCH BEVERAGE CO., and SCHAMBERGER BROS., INC., respectfully request judgment as follows:

(a) awarding damages against Defendants Advanced Brands, Amtec and EBI in an amount to be determined at trial, but not less than the amount of Fifty Thousand Dollars ($50,000.00) per Plaintiff, plus interest;

(b) awarding the Plaintiffs their costs and attorney fees; and

(c) awarding all other and further relief that the Court determines to be warranted, under the Act and as a matter of law.

**LAW OFFICES OF BOZICH & KORN**

**S/ Bruce M. Bozich**
By:______________________________
Bruce M. Bozich
One of the Attorneys for Plaintiffs

**KRALOVEC MEENAN LLP**

**S/ Daniel C. Meenan Jr.**
By:______________________________
Daniel C. Meenan Jr.
One of the Attorneys for Plaintiffs

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# about us

## learn more about the company

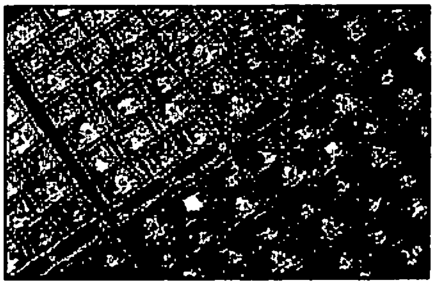
Homepage » About Us

**Amtec International of NY Corp. is an importer and distributor of Polish beers incorporated in the Sate of New York in 1995. Our main headquarters are located in New York with offices in Illinois, Connecticut and New Jersey. We also have facilities in Los Angeles, CA and Buffalo, NY.**

Our products are distributed throughout the United States. We import the following brands of Polish beer: EB, Dojlidy (Magnat & Zubr), Hevelius (Kaper and Classic),Lezajsk, Okocim Beer, Okocim Harnas, Okocim Malt, Okocim Palone, Piast, Warka, Lomza , Zywiec and Zywiec Porter. All brands are brewed and packaged in Polish breweries and imported into the United States.

Since 1995, Amtec has continued to grow as an importer and distributor. Its steady increase in sales has enabled Amtec to gain a stronghold on the beer importation industry and its market share.

Amtec has succeeded in becoming a major supplier of Polish beer throughout the local, tri-state area consisting of New York, New Jersey and Connecticut.



Amtec's objective now is to enter the national market by promoting our most popular products - Okocim and Zywiec Beers - the most popular beers in Poland. These award-winning beers are made from centuries old, traditional Polish recipes.

We have expanded our sales to include areas outside the Polish community. Our products are increasing in popularity throughout the United States and we have been experiencing a steady growth in those areas. As we gain more popularity and increase our areas of distribution nationally, our quality beer will acquire a stronger market position among the top-selling, imported beers in the United States.

amtec international co of ny largest selection of fine polish beers

**EXHIBIT A**

mtec
INTERNATIONAL OF NY CORP.

drink polish beer. best selection here | homepage | about us | selection | news | events | locations | contact us | harnas

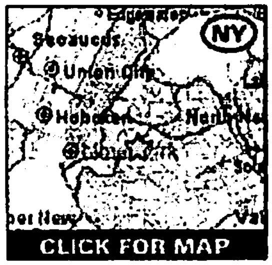
# locations

## it is easy to find us!

Homepage » Locations

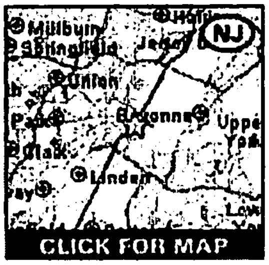
**NEW YORK (MAIN OFFICE)**
430 Morgan Avenue
Brooklyn, NY 11222

Tel. 718-782-8993
Fax 718-782-8990


NY
Secaucus
Union City
Hoboken
CLICK FOR MAP

**NEW JERSEY**
633 Dowd Avenue
Elizabeth, NJ 07201

Tel. 908-354-6900
Fax 908-354-9009


NJ
Millburn
Springfield
Union
Linden
CLICK FOR MAP

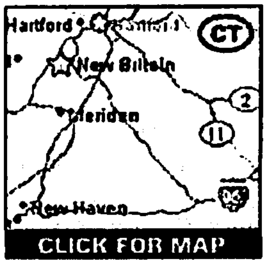
**ILLINOIS (CHICAGO AREA)**
2690 Lake Street
Melrose Park, IL 60160

Tel. 708-681-6225
Fax 708-681-6242

IL
Arlington Heights
Skokie
Evanston
Oak Park
Cicero
Chicago
Oak Lawn
CLICK FOR MAP

**CONNECTICUT**
1 Hartford Square
New Britain, CT 06065

Tel. 860-827-8379
Fax 860-827-8379


CT
Hartford
New Britain
Meriden
New Haven
CLICK FOR MAP

**Pick up is also available at the following location:**
1411 Watson Center Road, Carson, CA 90745 [map]

amtec international co of ny largest selection of fine polish beers

# GRUPA ŻYWIEC S.A.

January 24th, 2008

Amtec International of NY Corp
430 Morgan Avenue, Brooklyn
NY 11222, USA

Dear Sirs,

As the brewers and producers of various packages of Zywiec malt beverage, (collectively "the brands"), we hereby certify that effective January 24th, 2008, Amtec International of NY Corp is the sole importer and agent for the brands into Illinois State. This also authorizes Amtec International of NY Corp to register the brand labels and file schedules of selling prices for the brands.

We further appoint Amtec International of NY Corp as our attorney-in-fact, to execute on our behalf written agreements with wholesalers selling the brands. Such agreements are solely for the purpose of designating the territorial limits within which the brands may be distributed by such wholesalers to retail licensees.

This confirmation supersedes any prior appointments regarding Zywiec malt beverage issued to any other Parties made by Grupa Zywiec S.A. effective from January 24th, 2008.

Sincerely,

Christopher Barrow
President of Grupa Zywiec S.A.

Michael McKeown
Management Board Member
of Grupa Zywiec S.A.

EXHIBIT B

Amtec
INTERNATIONAL OF NY CORP.

Beer Importer & Distributor
430 Morgan Avenue, Brooklyn, NY 11222 | Tel. 718-782-[illegible], Fax 718-782-8990 | [illegible]

370050

January 25, 2008

State of Illinois
Liquor Control Commission
100 W. Randolph Street, Ste. 7-801
Chicago, Illinois 60601

Re: Amtec International of NY Corp.
License No. 07-31-0042964
Registration Statement

To Whom It May Concern:

With regard to the above license, Amtec International of NY Corp. would like to include the following product for importation into the State of Illinois:

Żywiec Beer

Please find enclosed Registration Statement adding this new product. The Registration Statement appoints European Beer Importers, Inc. as its distributors. I have also enclosed federal label approval, original labels and appointing letter for Żywiec Beer.

If you have any questions or need further information, please do not hesitate to contact me at 718-782-8993.

Thank you.

Very truly yours,

Anna Tokarski
Sales Manager

EXHIBIT C

# Registration Statement

(Illinois Compiled Statutes, Chapter 235)

TO THE ILLINOIS LIQUOR CONTROL COMMISSION

Pursuant to the requirement of Section 5/6-9 of the Illinois Liquor Control Act the undersigned, a

Non-Resident Dealer
(Brewer, Manufacturer, Distributor, Importing Distributor, or Non-resident Dealer)

does hereby register with said Commission the following named persons or companies as being the only ones to whom the undersigned has granted the right to sell or distribute at wholesale within the State of Illinois, one or more of those alcoholic liquors which bear trade-marks, brands or names owned or controlled by the undersigned. The undersigned does hereby further register opposite the name of said persons or companies, the respective trademarks, brands or names, owned or controlled by the undersigned, concerning which said persons have been given such distributing rights and the respective geographical territories for which such distributing rights have been given to said persons or companies, and the period of time for which such rights are granted to such person.

| NAME, ADDRESS, CITY, STATE AND ZIP CODE OF WHOLESALER | TRADE-MARK BRAND OR NAME OF ITEM | GEOGRAPHICAL TERRITORY | TIME PERIOD |
|---|---|---|---|
| EUROPEAN BEER IMPORTERS, INC. | [illegible] PORTER | ENTIRE STATE OF ILLINOIS | INDEFINITE |
| 2000 LAKE STREET, MELROSE PARK, IL 60160 | | | |

APPROVED

JAN 2 5 2008

EXECUTIVE DIRECTOR ILCC

IMPORTANT NOTICE

This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the Illinois Liquor Control Act, Ch. 235, Ill. Comp. Stat., 5/6-9. Disclosure of this information is MANDATORY.

Failure to provide any information will result in nonissuance of your license and/or nonregistration of your products. This form

CORPORATE NAME: Amtac International of NY Corp.

ADDRESS: 430 Morgan Avenue
(Street Number)

Brooklyn, NY 11222
(City or Town)

SIGNED BY: [signature] President
(Title)

DATE

STATE LICENSE # 07-31-IIG-12964 EXP DATE 04/30/2008

**GRUPA ŻYWIEC S.A.**

December 12, 2007

Advanced Brands & Importing Company
d/b/a Star Brand Imports
360 Hamilton Avenue, Suite 1103
White Plains, NY 10601-1103
USA

Re: Distribution and Marketing Agreement with Grupa Zywiec S.A.

Dear Sirs:

In reference to the Distribution and Marketing Agreement entered into by Star Brand Imports ("Firm") and Grupa Żywiec S.A., on March 7th, 2005 ("Agreement"), we would like to confirm that this Agreement expired on 7 March 2007 in accordance with clause 6.1 of said Agreement as mutually agreed by both signatories to the Agreement.

We would also like to confirm that while Grupa Żywiec has in practice continued to perform the Agreement beyond the above expiration date by furnishing beverage products to the Firm, it is the mutual intent and desire of both the Firm and Grupa Żywiec to discontinue performance of the Agreement beyond 31 December 2007, from which date the Firm shall no longer be an importer into the United States of those products manufactured by Grupa Zywiec.

This letter is sent to you in two counterparts signed on behalf of Grupa Żywiec. We request that you sign both counterparts on behalf of the Firm and return to us one signed original by courier and retain one original for your own records.

Sincerely yours,

Christopher Barrow
President of Grupa Zywiec

Michael Mckeown
Grupa Żywiec Proxy

Accepted and confirmed at the date 27 Dec 07 by

on behalf of Advanced Brands & Importing Company
d/b/a Star Brand Imports

GDLJD 20098 1121246-00001

[illegible]

TOTAL P.08

EXHIBIT D